

SPORTS FIELD USE AGREEMENT

This agreement is made and entered into by and between the WEST LAFAYETTE CITY BOARD OF PARKS AND RECREATION, hereinafter referred to as "PARKS" and the LA GAMERS, hereinafter referred to as "GAMERS."

Background:

Gamers is a thirteen and under (13U) boys baseball team in Lafayette, Indiana, and is in need of a baseball diamond for practice and games.

Parks is the owner of a certain sports facilities located in the City of West Lafayette, Indiana.

The parties wish to allow the Gamers to use a portion of the Parks' property for baseball practice and games for the mutual benefit of both parties.

In consideration of the premises and of the mutual covenants hereinafter contained, the parties agree as follows:

1. Premises. The Premises consist of the Arni Cohen Memorial Field located at 3101 North Salisbury Street, West Lafayette, Indiana, plus the area immediately surrounding the ball field.
2. Term. The Term of this agreement is for the 2013 baseball season. Subject to section 3 below, use of the Premises will be available for practices from March through April on Monday, Wednesday, and Friday evenings from 6:30 p.m. until 8:30 p.m., and in June and July for morning practices at times to be determined; and for weekend games from April 13th through May 26th.
3. Use of Premises. The Premises will only be used for baseball practice and games by participants in Gamers' baseball program. Reasonable efforts shall be made to accommodate Gamers' use of the Premises; however, in the event that there is a scheduling conflict with Parks' sponsored activities, all Parks' sponsored activities will be given priority over Gamers'.
4. Consideration. As consideration for the use of the Premises, Gamers agrees to maintain the Premises in a reasonable and safe condition, and to pay a user fee of \$500 for the season, which payment is due on or before March 1, 2013.
5. Gamers's Rights. During the Term, Gamers may prepare the Premises as a baseball diamond, including installing bases with 80 foot base paths (putting plugs in the existing base paths and then restoring the existing base paths at the end of each use), installing a temporary pitcher's mound (and removing the mound and restoring the field at the end of each use). No storage facilities are included with this agreement.
6. Gamers's Responsibilities. Gamers shall keep the Premises neat and clean, including picking up litter after all activities and dragging the field after each use. Gamers is responsible for returning

the Premises to its original condition after each use. Gamers shall insure that all participants in its programs comply with all Parks rules pertaining to the Premises.

7. Indemnification. Gamers shall indemnify and hold Parks harmless from any and all claims or liabilities which may be asserted against Parks arising out of or in connection with Gamers' use of the Premises. The Premises are available for use subject to the Parks' standard Rules and Rental Policy, and Gamers agree to comply with the Rules and Rental Policy. Gamers acknowledge that use of the Premises is available at their discretion, and that they are not compelled in any way to use the Premises. Use of the Premises involves a degree of risk of injury and even death and Gamers are voluntarily using the Premises with knowledge of the dangers involved.

In consideration of being allowed to use the Premises, the Gamers and their participants and their heirs, representatives and assigns, hereby release and forever discharge, and agree to indemnify and hold harmless, the City of West Lafayette, the West Lafayette Parks and Recreation Department, and their Boards, officers, agents, employees, and representatives and any person or entity acting on their behalf, from any and all responsibility and liability (including attorney fees) for injuries, damages or death resulting from or arising out of the use of the Premises.

8. Insurance. Gamers agrees to maintain public liability insurance in amounts acceptable to Parks, which insurance will name the Parks as an additional insured. Gamers will provide Parks with proof of insurance upon Parks' request.
9. Default. In the event either party should default on any of the terms of this agreement, and fails to cure such default within 10 days after receiving written notice from the non-defaulting party, the non-defaulting may immediately terminate this agreement.
10. Miscellaneous. Gamers may not sublet or assign its rights under this agreement. The failure of either party to insist upon prompt and strict performance of any of the terms of this agreement or to exercise any rights under this agreement shall not operate as a waiver of the same or of any other term or right of this agreement.

Each party is signing this agreement on the date set out below.

WEST LAFAYETTE CITY BOARD
OF PARKS AND RECREATION

LA GAMERS

By: _____
Printed: _____
Title: _____
Date: _____

By: _____
Printed: _____
Title: _____
Date: _____

Address: 609 West Navajo Street
West Lafayette, IN 47906

Address: _____
